but such a regulating act must impose equal burdens upon those of the same class. The above act, therefore, permitting firms and coroporations to employ such journeymen as they may choose, whether they be licensed or not, operates unequally and is unconstitutional.

CONSTRUCTION OF A STATUTE—PRACTICE OF MEDICINE—CHRISTIAN SCIENCE—STATE v. MYLOD 40 Atl. Rep. (R. I.) 753., Gen. Laws, C. 165 § 2, of Rhode Island, make it unlawful for any person to "practice medicine" in any of its branches without registering his authority.

It was *held* that one who opened an office, and called himself a doctor, but who used no medicines, simply praying for the relief of his patients, was not one who "practiced medicine," and hence need not register his authority.

CONTRACTS—IMPLIED CONTRACT—COMITY—SMITH ET AL. v. TAGGART, 87 FED. REP. 95.—A mutual benefit association organized under the laws of New Hampshire carried on its business by collecting small amounts monthly from the persons subscribing to its stock. The concern becoming insolvent, a receiver was appointed in New Hampshire and another subsequently in Colorado, the association having done business in several States. A subscriber, resident in Colorado, sought to have the assets collected there distributed solely among subscribers residing in that State. *Held*, that there was an implied contract between the subscribers that in case of insolvency they should share in proportion to the amount each had paid in. This being so, and it being more convenient for one court to make the distribution, comity requires that the court in which a suit to liquidate the affairs of the association was first brought should do this. A court of equity in another State acquiring possession of assets, has a right and is under a duty to transmit them to the first court.

CONTRACTS—INDEPENDENT CONTRACTOR—NEGLIGENCE—LIABILITY OF EMPLOYER—BERG v. PARSONS, 51, N. E. Rep. 957 (N. Y.). The defendant employed one Tobin to blast rock and excavate on premises adjacent to those of the plaintiff, in doing which the latter's premises were greatly damaged. During the trial it appeared that the work was of a particularly hazardous nature and that the person employed to perform the work was both incompetent and reckless. Neither was the employer zealous in obtaining a competent man. *Held*, that the defendant was not responsible for any damage that might have resulted. The relation of master and servant did not exist. See *Blake* v. *Ferris*, 5 N. Y. 48; *Ferguson* v. *Hubbell*, 97 N. Y. 507; *Roemer* v. *Striker*, 142 N. Y. 134; 36 N. E. 808. "If a rule contrary to the above were established, it would not only impose upon the owner of real property an improper restraint in contracting for its improvement, but would open a new and unlimited field for actions for the negligence of others which has not hitherto existed in this State."

Gray, J., *dissented*, on the ground that the work contracted for being obviously hazardous a legal duty was imposed upon the person employing the contractor to use a reasonable amount of care in the selection of one who was both competent and careful and that a failure to perform that duty rendered him liable for damages occasioned by the negligence.

DAMAGES—DANGEROUS PREMISES—INJURY TO CHILD—LURESS v. NEW YORK S. W. R. Co., 40 Alt. Rep. (N. Y.) 614. A railway company which maintains upon its own land a turntable, which is attractive to young children, as an object of amusement, is not liable for an injury to a child who comes